

Prepared by: R. J. Smith
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 Box 100, Hattiesburg, MS 39401
 Telephone: 601/551-1010
 (202) 344-0000

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 16 day of September, 2002, by and between Century 21 Mortgage (hereinafter referred to as "Bank") and Donald M. Hall and wife, Julie M. Hall (hereinafter referred to as "Borrower").

The parties recite and declare that:

a) Bank has a lien in the amount of \$17,900.00 against Borrower recorded in Book 1504, Page 89, the Office of the Chancery Court Clerk of DeSoto County, Mississippi, covering the following described property:

Lot 135, 1st Revision, Phase 2, Forest Hill Community P.U.D., in Section 7, Township 2 South, Range 5 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 69, Page(s) 7, in the office of the Chancery Clerk of DeSoto County, Mississippi.

b) Borrower desires to obtain a loan in the amount of \$ 148,800.00 from Texas National Bank. (hereinafter referred to as "Lender"), but Lender requires that such loan be secured by a Trust Deed on said property that will be prior to Bank's lien.

c) Bank is willing to subordinate their lien insofar as it encumbers the above described premises to the aforesaid Trust Deed Borrower will execute in favor Lender in order that Borrower may obtain such loan from Lender.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Subordination. As an inducement to Lender to grant such loan to Borrower, Bank does hereby subordinate the lien against Borrower on the property hereinabove described, to the Trust Deed in favor of Lender that is being or has been recorded. Bank and Borrower declare that the lien of the Trust Deed in favor of Lender shall be and is in all respects a lien prior and superior to the lien of the Trust Deed in favor of Bank.
2. Approval of Loan Terms. The terms of the loan from Lender to Borrower are as follows: \$ 148,800 at 5.6% percent per annum interest for 30 years with monthly principal and interest payments of \$ 856.58. Bank hereby approves such terms.

STATE OF MS. - DESOTO CO.

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 W.E. DAVIS CH. CLK.

3. This Agreement shall inure to the benefit of Lender, its successors and assigns, and shall be binding on Bank and Borrower, their successors and assigns.

IN WITNESS WHEREOF, The parties have executed this Agreement on the day and date first written above.

Century 21 Mortgage, d/b/a
P.H.H. Mortgage Services, Inc.

BY: Mark Ninkle - Mark Ninkle
(Title) Vice President
Donald M. Hall
Donald M. Hall
Julie M. Hall
Julie M. Hall

State of New Jersey
County of Burlington

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of September, 2002, within my jurisdiction, the within named Mark Ninkle, who acknowledged that he/she is Vice President at Century 21 Mortgage, and that for and on behalf of said bank, and as its act and deed, he/she executed the above and foregoing instrument, after having been duly authorized by said bank so to do.

Brenda Rostrom
Notary Public

BRENDA ROSTROM
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 01/29/2007

My commission expires:

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of September, 2002, within my jurisdiction, the within named Donald M. Hall and Julie M. Hall, who acknowledged that he/she/they executed the above and foregoing instrument.

[Signature]
Notary Public

My commission expires:

